

1 The Honorable James L. Robart
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UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MICROSOFT CORPORATION, a Washington corporation,

Plaintiff,

v.

MOTOROLA, INC. MOTOROLA MOBILITY LLC, and GENERAL INSTRUMENT CORPORATION,

Defendants.

Case No. C10-1823-JLR

DECLARATION OF JUNGSHEEK JUHN (LGE)

NOTE ON MOTION CALENDAR:
Friday, November 9, 2012

Jungsheek Juhn declares as follows:

1. I am a Director in the Intellectual Property Center of LG Electronics, Inc. (“LGE”). In this role, am responsible for the patent licensing activities of LGE. I make this declaration based on my personal knowledge of the facts described below.

2. I understand that the parties Microsoft Corporation and/or Motorola, Inc. (“Motorola”) will seek to introduce into evidence licenses between Motorola and third parties and will seek fact and expert testimony about licensing terms related to The Cellular Essential Properties Cross License Agreement between Motorola, Inc. and LGE, effective October 1, 2004 (“Motorola-LGE Agreement”). LGE is filing a motion to join Motorola’s Motion to Seal

DECLARATION OF JUNGSHEEK JUHN
Case No. C10-1823-JLR - 1

- 1 Documents and Trial Testimony and Exclude Unauthorized Persons from the Courtroom
- 2 During Testimony Regarding Trade Secrets.

3 3. The Motorola-LGE Agreement contains highly confidential information,
4 including highly sensitive, non-public business and financial information, royalty rates, pricing
5 and payment terms, and the duration that LGE treats as confidential and trade secret. Public
6 release of such information would place LGE in a weakened bargaining position in future
7 negotiations, thereby giving its customers and competitors a significant advantage in the market
8 or in the context of current or future license negotiations with LGE. In particular, customers
9 and competitors would gain an unfair insight into LGE's business strategies, licensing strategies,
10 prior royalty grants and negotiation tactics.

11 4. LGE goes to great lengths to protect its licensing terms and related information
12 from disclosure, including the terms and information contained in the Motorola-LGE
13 Agreement. LGE restricts access to confidential information regarding licensing terms and
14 conditions. LGE's employees understand the extremely sensitive nature of such information
15 and understand their duty not to disclose the terms and conditions of these agreements.

16 I declare under penalty of perjury of the law of the United States and the State of
17 Washington that the foregoing is true and correct.

18 Dated: November 5, 2012

Jungsheek Juhn
Jungsheek Juhn